Limited Warranty and Technical Support for the United States of America

HP iPAQ Glisten

Limited Warranty and Technical Support

If your phone was purchased from a carrier, please contact your carrier for support.

General Terms

This HP Hardware Limited Warranty gives you, the customer, express limited warranty rights from HP, the manufacturer. Please refer to HP's website for an extensive description of your limited warranty entitlements. In addition, you may also have other legal rights under applicable local law or special written agreement with HP.

EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, HP MAKES NO OTHER WARRANTIES, GUARANTEES, OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HP EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS LIMITED WARRANTY. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD.

Some states or countries do not allow a limitation on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages for consumer products. In such states or countries, some exclusions or limitations of this Limited Warranty may not apply to you.

THE LIMITED WARRANTY TERMS CONTAINED IN THIS STATEMENT, EXCEPT TO THE EXTENT LAWFULLY PERMITTED, DO NOT EXCLUDE, RESTRICT, OR MODIFY BUT ARE IN ADDITION TO THE MANDATORY STATUTORY RIGHTS APPLICABLE TO THE SALE OF THIS PRODUCT TO YOU.

NOTE: This Limited Warranty is valid only in the United States of America.

This HP Limited Warranty is subject to all applicable laws and regulations including United States and other national export and import laws and regulations.

This Limited Warranty applies only to HP-branded and Compaq-branded hardware products (collectively referred to in this Limited Warranty as "HP Hardware Products") sold by or leased from Hewlett-Packard Company, its worldwide subsidiaries, affiliates, authorized resellers, or country distributors (collectively referred to in this Limited Warranty as "HP") with this Limited Warranty. The term "HP Hardware Product" is limited to the hardware components and required firmware. The term "HP Hardware Product" DOES NOT include any software applications or programs; non- HP products or non-HP branded peripherals. All non-HP products or non- HP branded peripherals external to the HP Hardware Product—such as external storage subsystems, displays, printers and other peripherals —are provided "AS IS" without HP warranty. However, non-HP manufacturers and suppliers, or publishers may provide their own warranties directly to you.

HP warrants that the HP Hardware Products that you have purchased or leased from HP are free from defects in materials or workmanship under normal use during the Limited Warranty Period. The Limited Warranty Period starts on the date of purchase or lease from HP, or from the date HP completes installation. Your dated sales or delivery receipt, showing the date of purchase or lease of the product, is your proof of the purchase or lease date. You may be required to provide proof of purchase or lease as a condition of receiving warranty service. You are entitled to hardware warranty service according to the terms and conditions of this document if a repair to your HP Hardware Product is required within the Limited Warranty Period.

Unless otherwise stated, and to the extent permitted by local law, new HP Hardware Products may be manufactured using new materials or new and used materials equivalent to new in performance and reliability. The phrase "equivalent to new" when used in this Limited Warranty means used or refurbished parts or products which are not new. However such parts or products, though not new, are refurbished to a condition which is equivalent to new in performance and reliability. HP may repair or replace HP Hardware Products (a) with new or previously used products or parts equivalent to new in performance and reliability, or (b) with equivalent products to an original product that has been discontinued. Replacement parts are warranted to be free from defects in material or workmanship for ninety (90) days or, for the remainder of the Limited Warranty Period of the HP Hardware Product they are replacing or in which they are installed, whichever is longer.

During the Limited Warranty Period, HP will, at its discretion, repair or replace any defective component. All component parts or hardware products removed under this Limited Warranty become the property of HP. In the unlikely event that your HP Hardware Product has recurring failures, HP, at its sole discretion, may elect (a) to provide you with a replacement unit of HP’s choosing that is the same or equivalent to your HP Hardware Product in performance or (b) to give you a refund of your purchase price or lease payments (less interest) instead of a replacement. This is your exclusive remedy for defective products.

Exclusions

HP DOES NOT WARRANT THAT THE OPERATION OF THIS PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. HP IS NOT RESPONSIBLE FOR DAMAGE THAT OCCURS AS A RESULT OF YOUR FAILURE TO FOLLOW THE INSTRUCTIONS INTENDED FOR THE HP HARDWARE PRODUCT.

This Limited Warranty does not apply to expendable or consumable parts and does not extend to any product from which the serial number has been removed or that has been damaged or rendered defective (a) as a result of accident, misuse, abuse, contamination, improper or inadequate maintenance or calibration or other external causes; (b) by operation outside the usage parameters stated in the user documentation that shipped with the product; (c) by software, interfacing, parts or supplies not supplied by HP; (d) by improper site preparation or maintenance; (e) by virus infection; (f) by loss or damage in transit; or (g) by modification or service by anyone other than (i) HP, (ii) an HP authorized service provider, or (iii) your own installation of end-user replaceable HP or HP approved parts if available for your product in the servicing country or region.

As with all batteries, the maximum capacity of the battery included in the HP Product will decrease with time or use. The battery warranty does not cover changes in battery capacity. Your battery is only warranted from defects in materials or workmanship resulting in failure. To determine whether your battery has had a warranted failure, you may be required to run an HP diagnostic test. Battery life is not warranted and will vary depending on product configuration and usage, including but not limited to product model, applications running, power management settings, and product features.

YOU SHOULD MAKE PERIODIC BACKUP COPIES OF THE DATA STORED ON YOUR HARD DRIVE OR OTHER STORAGE DEVICES AS A PRECAUTION AGAINST POSSIBLE FAILURES, ALTERATION, OR LOSS OF THE DATA. BEFORE RETURNING ANY UNIT FOR SERVICE, BE

SURE TO BACK UP DATA AND REMOVE ANY CONFIDENTIAL, PROPRIETARY, OR PERSONAL INFORMATION. TO THE EXTENT ALLOWED BY LOCAL LAW, HP IS NOT RESPONSIBLE FOR DAMAGE TO OR LOSS OF ANY PROGRAMS, DATA, OR REMOVABLE STORAGE MEDIA; AND HP IS NOT RESPONSIBLE FOR THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY HP WHEN THE PRODUCT IS MANUFACTURED.

Exclusive Remedy

TO THE EXTENT ALLOWED BY APPLICABLE LOCAL LAW, THESE TERMS AND CONDITIONS CONSTITUTE THE COMPLETE AND EXCLUSIVE WARRANTY AGREEMENT BETWEEN YOU AND HP REGARDING THE HP HARDWARE PRODUCT YOU HAVE PURCHASED OR LEASED. THESE TERMS AND CONDITIONS SUPERSEDE ANY PRIOR AGREEMENTS OR REPRESENTATIONS—INCLUDING REPRESENTATIONS MADE IN HP SALES LITERATURE OR ADVICE GIVEN TO YOU BY HP OR AN AGENT OR EMPLOYEE OF HP—THAT MAY HAVE BEEN MADE IN CONNECTION WITH YOUR PURCHASE OR LEASE OF THE HP HARDWARE PRODUCT.

No change to the conditions of this Limited Warranty is valid unless it is made in writing and signed by an authorized representative of HP.

Limitation of Liability

IF YOUR HP HARDWARE PRODUCT FAILS TO WORK AS WARRANTED ABOVE, HP'S MAXIMUM LIABILITY UNDER THIS LIMITED WARRANTY IS EXPRESSLY LIMITED TO THE LESSER OF THE PRICE YOU HAVE PAID FOR THE PRODUCT OR THE COST OF REPAIR OR REPLACEMENT OF ANY HARDWARE COMPONENTS THAT MALFUNCTION IN CONDITIONS OF NORMAL USE.

EXCEPT AS INDICATED ABOVE, IN NO EVENT WILL HP BE LIABLE FOR ANY DAMAGES CAUSED BY THE PRODUCT OR THE FAILURE OF THE PRODUCT TO PERFORM, INCLUDING ANY LOST PROFITS OR SAVINGS OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. HP IS NOT LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY OR MADE BY YOU FOR A THIRD PARTY.

THIS LIMITATION OF LIABILITY APPLIES WHETHER DAMAGES ARE SOUGHT, OR A CLAIM MADE, UNDER THIS LIMITED WARRANTY OR AS A TORT CLAIM (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), A CONTRACT CLAIM, OR ANY OTHER CLAIM. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF YOU HAVE ADVISED HP OR AN AUTHORIZED REPRESENTATIVE OF HP OF THE POSSIBILITY OF ANY SUCH DAMAGES. THIS LIMITATION OF LIABILITY, HOWEVER, WILL NOT APPLY TO CLAIMS FOR PERSONAL INJURY.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE OR FROM COUNTRY TO COUNTRY. YOU ARE ADVISED TO CONSULT APPLICABLE STATE OR COUNTRY LAWS FOR A FULL DETERMINATION OF YOUR RIGHTS.

Limited Warranty Period

The Limited Warranty Period for this handheld product is one (1) year commencing on the date of purchase. The date on your sales receipt is the date of purchase unless HP or your reseller informs you otherwise in writing.

Warranty Service

To enable HP to provide support and service during the Limited Warranty Period, you may be directed by HP to verify configurations, load most recent firmware, install software patches, run HP diagnostics tests or use HP remote support solutions where applicable.

If your product needs service, refer to the HP website at http://www.hp.com/support. You can also call the Technical Support Center at **1.800.334.5144**. A technical support specialist will help you diagnose the problem. If it is determined your product needs service, the specialist will discuss service options with you.

Service Upgrades

HP has a range of additional support and service coverage for your product that can be purchased locally. However, some support and related products may not be available in all countries. For information on availability of service upgrades and the cost for these service upgrades, refer to the HP website at http://www.hp.com/support.

Options and Software Limited Warranties

The Limited Warranty terms and conditions for most HP-branded options (HP Options) are as set forth in the Limited Warranty applicable to the HP Option and are included in the HP Option product packaging. If your HP Option is installed in an HP Hardware Product, HP may provide warranty service for either the period specified in the warranty documents (HP Option Limited Warranty Period) that shipped with the HP Option or for the remaining warranty period of the HP Hardware Product in which the HP Option is being installed, whichever period is the longer, but not to exceed three (3) years from the date you purchased the HP option. The HP Option Limited Warranty Period starts from the date of purchase from HP or an HP authorized reseller. Your dated sales or delivery receipt, showing the date of purchase of the HP Option, is your warranty start date. See your HP Option Limited Warranty for more details. Non-HP options are provided “AS IS.” However, non-HP manufacturers and suppliers may provide warranties directly to you.

EXCEPT AS PROVIDED IN THE APPLICABLE SOFTWARE END USER LICENSE OR PROGRAM LICENSE AGREEMENT, OR IF OTHERWISE PROVIDED UNDER LOCAL LAW, SOFTWARE PRODUCTS, INCLUDING ANY SOFTWARE PRODUCTS OR THE OPERATING SYSTEM PREINSTALLED BY HP ARE PROVIDED “AS IS.”

HP’s only warranty obligations with respect to software distributed by HP under the HP brand name are set forth in the applicable end user license or program license agreement provided with that software. If the removable media on which HP distributes the software proves to be defective in materials or workmanship within ninety (90) days of purchase, your sole remedy shall be to return the removable media to HP for replacement.

Software Technical Support

Software Technical Support for your HP Software, HP pre-installed third-party software and third-party software purchased from HP is available from HP via multiple contact methods, including electronic media and telephone, for ninety (90) days from date of purchase. See “Contacting HP” for online resources and telephone support. Any exceptions to this will be specified in your End User License Agreement (EULA).

Software Technical Support includes assistance with:

- Answering your installation questions (how to, first steps, and prerequisites).
- Setting up and configuring the software (how-to and first steps).

  Excludes system optimization, customization and network configuration.
- Interpreting system error messages.
- Isolating system problems to software usage problems.
- Obtaining support pack information or updates.

Software technical support does NOT include assistance with:

- Generating or diagnosing user generated programs or source codes.
- Installation of non-HP products.

Contacting HP

If your product fails during the Limited Warranty Period and the suggestions in the product documentation do not solve the problem, you can receive support by doing the following:

- Locate your nearest HP Support location via the website at http://www.hp.com/support.
- Contact your authorized HP dealer or Authorized Service Provider and be sure to have the following information available before you call HP:
  - Product serial number, model name, and model number
  - Applicable error messages
  - Add-on options
  - Operating system
  - Third-party hardware or software
  - Detailed questions
- **1.800.334.5144**

  Toll-free technical support in the United States 7 days a week, 24 hours a day.

© 2009 Hewlett-Packard Development Company, L.P.
First Edition July 2009

www.hp.com
Document Part Number: 581501-001